

Request for Proposals for GRAFFITI REMOVAL SERVICES

RFP LUSD 2003-03



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August 2003**

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Land Use Services Department, Code Enforcement Division is seeking proposals from interested and qualified individuals, companies, firms, organizations and/or parties to assist in providing Graffiti Removal Services in low-and moderate – income unincorporated target areas within the Second Supervisorial District (map attached). These services will be provided to the County, pursuant to a subsequent Agreement to furnish the specific work, as described below, which will be awarded following a competitive bid/evaluation/award process. All of the money that the County will use to pay for services performed under the Agreement will be federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The County Department of Economic Development will obtain the grant funds from HUD and will provide the funds to the Land Use Services Department to procure the graffiti removal services.

B. Period of Agreement

The term of this Agreement will be for a period of eight (8) months beginning October 28, 2003 and ending on June 30, 2004. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, by the County or by Vendor upon sixty- (60) day's advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability by reason of such termination.

C. Minimum Vendor Requirements

All vendors must:

1. Possess and maintain all appropriate licenses/certifications necessary in the performance of duties required under this proposal. Vendor will provide copies of licenses/certifications upon request.
2. Possess and maintain, in continuous working condition, proper communication equipment, to maintain contact with the Land Use Services Department and in the event of an accident will allow for immediate contact with emergency response units. This must include the ability at a minimum, to have complaint messages left 24 hours per day.
3. Provide three (3) references from other public agencies that, you have worked with on a project of this nature.
4. **Have no record of unsatisfactory performance.** Vendors who are or have been seriously deficient in current or recent Agreement performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement.
5. Have the ability to maintain adequate files and records and meet statistical reporting requirements.

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6. Have the administrative and fiscal capability to provide and manage the proposed services to ensure an adequate audit trail and monitor Agreement balances prior to performing additional assigned work.
7. Meet other presentation and participation requirements listed in this RFP.

D. Questions

Questions regarding the contents of this proposal must be submitted in writing on or before 5:00 p.m. on September 17, 2003 and directed to the person listed below. All questions will be answered and copies of questions and answers will be disseminated to all proposers.

E. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Land Use Services Department
ATTN: Paul B. Tavares, Code Enforcement Division Chief
385 N. Arrowhead Ave., Third Floor
San Bernardino, CA 92415-0185

Fax No: (909) 387-4243

Email: ptavares@lusbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

F. Admonition to Vendors

Once this RFP has been issued, VENDORS are specifically directed not to contact COUNTY personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the VENDOR. All questions regarding this RFP can be presented in writing as indicated in Section I. (E).

G. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 5:00 p.m. Friday, October 3, 2003. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

II. PROPOSAL TIMELINE

Release of RFP	September 10, 2003
Deadline for Submission of Questions	5:00 p.m. on September 17, 2003
Proposal Submission Deadline	5:00 p.m. on Friday, October 3, 2003
Tentative Date for Notification of Award	October 10, 2003
Tentative Agreement Implementation Date	October 28, 2003

III. PROPOSAL CONDITIONS

A. Contingencies

This request for proposal (RFP) does not commit the County to award an Agreement. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all vendors, in writing, if the County rejects all proposals.

B. Proposal Submittal

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

C. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and vendor agrees that all costs incurred in developing this proposal are the vendor's responsibility.

D. Negotiations

The County may require the potential vendor(s) selected to participate in negotiations to submit a price, technical or other revisions of their proposals as may result from negotiations.

E. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

F. Final Authority

The final authority to award Agreement rests solely with the County of San Bernardino Board of Supervisors.

G. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period.

The County realizes that conditions other than price are important and will award contract (s) based on the proposal that best meets the needs of the County.

H. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of

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any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

IV. PROGRAM REQUIREMENTS

A. Background

On August 19, 2003 the Board of Supervisors approved an \$85,000 allocation of federal CDBG funds for a Graffiti Removal Program limited to servicing the Second District unincorporated areas that qualify as having over 51% low-and moderate-income residents according to Census 2000 data from HUD. The Land Use Services Department, Code Enforcement Division has been designated to oversee the graffiti removal services contract for this period.

B. Scope of Services

Provide proactive Graffiti Removal services 7 days per week in the Second Supervisorial District of the County of San Bernardino (map attached) and meet the following guidelines.

1. Monitor and immediately abate graffiti sites on public property, or on private property in public view, in all unincorporated areas of the Second Supervisorial District of the County of San Bernardino.
2. Graffiti Removal Services - General

The contractor shall conduct graffiti removal services as follows:

- a. Remove graffiti from all types of surfaces such as, but not limited to wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, etc.

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- b. Remove graffiti which is vulgar (i.e., profane, obscene or racist) within 24 hours, seven days per week.
- c. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc.
- d. Use County-approved chemical solvents when removing graffiti from County property, such as street light poles, traffic signs, control boxes, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for inspection.
- e. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.
- f. Match the existing surface color when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas.
- g. For privately owned property, the contractor shall obtain and retain the written consent of the owner or the owner's authorized agent before working on the property.
- h. The contractor shall not allow any debris from its operations under this contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).
- i. The contractor shall maintain a record/log of all requests and constituent complaints. Records shall be available to the Departments upon request. The complaint log shall include the action taken to resolve the complaint.
- j. Assist the Department with special requests (i.e., removal of graffiti before parades, community cleanups, etc.).
- k. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the contractor is not responsible, under this contract, for replacing any original lettering, pictures, etc, on a commercial sign. With the owner's/operator's approval, the contractor shall proceed with diligence to remove the graffiti with as little damage to the commercial signage as is possible.

3. Graffiti Removal Services – Additional Specifications

- a. Water-based and/or recycled paint shall be used.
- b. Sidewalk surfaces: Removal of graffiti from concrete sidewalks shall be done using a water blasting machine with soda compound. Painting over shall not be permitted. The sidewalks shall be clean of all graffiti, graffiti residue and paint. The sidewalks shall be blocked off for safety during removal and areas being cleaned shall be feathered to match other graffiti-free sidewalk areas.
- c. Curb facing: Remove all graffiti paint from curb surfaces. The contractor shall use the paint color (red, green, or white) depending on original curb color and/or parking restrictions, as approved by the Department. Non-painted curbs shall be painted using concrete color paint or cleaned with water blasting machines.
- d. If surfaces are painted in red, red cover-up shall be used, as per County color.
- e. If surfaces are painted in green, green cover-up shall be used, as per County color.
- f. If surfaces are painted in white, flat white cover-up shall be used, as per County color.

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- g. If surfaces are non-painted curbs, then concrete color paint shall be used on the curb face and flat area of the gutter.
- h. If surfaces have legal written designation, i.e., loading zones, bus zones, etc., once the graffiti has been removed, the written designation shall be repainted.
- i. Concrete light poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint will be used. All paint shall be removed from the pole.
- j. Wooden light poles: Graffiti shall be removed using a water-based brown paint to match the wood color. All paper signs shall be removed.
- k. Bus stops: All graffiti shall be removed using a graffiti removal spray on the plastic sides and sitting areas. The surfaces shall be washed with water. If graffiti has been placed over advertisements, then paint matching the ads' colors shall be used to cover the graffiti. If the bench is a natural concrete color, a water blasting machine with a soda compound shall be used and washed clean.
- l. Trees: All graffiti on trees shall be removed by using a water-blasting machine with a large spray tip so as not to damage or kill the tree by removing its bark.
- m. Concrete block walls: All graffiti shall be removed by either a water-blasting machine with soda compound or water-based paint. The paint over color shall match the wall color. Over spray on sidewalk or private property shall not be allowed.
- n. Brick walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The contractor shall match the paint to the previous color using water-based paint.
- o. Rock walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The contractor shall color match the paint to the previous color using water-based paint.
- p. Wooden fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of the fencing. The contractor shall feather paint to match other parts of the fencing.
- q. Chain link fencing and pipe: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
- r. Metal fencing (sheets): All graffiti shall be removed from metal fencing. The paint-over color shall match other parts of the fence. Paint-over shall be a water-based color, painted and feathered to match other painted fenced areas. The contractor shall remove all paper signs before painting.
- s. Stucco-faced walls: All graffiti shall be painted over using a water-based color. The contractor shall match paint colors and feather the paint into other painted stucco areas. No paint over spray shall be allowed on sidewalks or private property.
- t. Asphalt or concrete (street): The contractor shall not be responsible for removing graffiti found on the asphalt or concrete portion of any street. The contractor shall immediately notify the Department if graffiti is found on the asphalt or concrete. Contractor shall be responsible for removing graffiti from the curbs and gutters.
- u. Road signs/stop signs: Wooden sign posts shall be painted using a flat white water-based paint. Galvanized signposts shall be painted using galvanized colored paint. All paper signs shall be removed from the posts before applying paint.

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- v. Glass windows: All graffiti shall be removed from glass using a graffiti removal spray and water. The use of water blasting machines on glass shall be prohibited.
- w. Other concrete structures: Graffiti over-paint on concrete reinforced retaining walls, tunnel fronts and auto barrier walls shall be removed by using either a water blasting machine, soda compound or water-based paint. Contractor shall match color to the color already painted on the surface. Contractors shall feather paint into already painted or non-painted surfaces.

If any situation exists which is not mentioned above, the graffiti removal shall be conducted according to industry standards.

4. Work Priority

- a. The contractor shall log all graffiti removal requests. Response shall be in the following priority:
 - i. Direct calls from Supervisorial District staff
 - ii. Requests from the West Valley Region Code Enforcement staff
 - iii. Direct constituent requests.

5. Communication

- a. The contractor shall be available at all reasonable times to report and confer with County staff with respect to these graffiti removal services.
- b. Minimally, the contractor shall provide a contact number and bilingual (Spanish/English) answering service available 24 hours a day 7 days a week in order to receive service requests from County staff and/or the public for specific graffiti sites requiring clean up.
- c. Contractors must contact a 2nd District Supervisorial staff member and Code Enforcement, by email, a minimum of two times (2x) per week and provide the dates and addresses of all complaints and completed abatement jobs.

6. Response Criteria

All calls received from County staff and/or the public will require a forty-eight (48) hour response time or a 5% penalty will be applied to any charge for that specific site.

7. Vehicle Signage

The words in the following order: "San Bernardino County Second District Graffiti Removal Program and the contractor's name or firm's name, together with the "hotline number" shall be printed in legible letters not less than two inches in height, on both sides of all trucks used in the district for these graffiti abatement services.

8. Recycled Paint Program

- a. The contractor must work with the San Bernardino County Fire Department Hazardous Material Division and the recycled paint program. The contractor must

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agree to utilize recycled paint provided by San Bernardino County Fire Department Hazardous Material Division whenever possible.

- b. In the event that the contractor utilizes recycled paint from the Hazardous Waste Department, the County will not be charged for materials.

9. Sub-contractors

- a. When the contractor intends to employ sub-contractors for any phase of the Graffiti Removal, they shall make their intent known to the LUSD/ Code Enforcement Division at the time bids are submitted or at any future date that sub-contractors would be intended. Before sub-contractors may be utilized, the Director or authorized designee must grant approval in writing.
- b. List of Resources & Sub-Contractors - (if applicable) Provide a listing of resources and sub-contractors that the prime contractor intends to use to adequately fulfill the terms of service requirements as outlined in a service Agreement

10. Equipment

- a. Proposers are required to submit documentation that supports the ownership of all required equipment and maintain appropriate levels of equipment to meet the requirements of this contract.
- b. General Equipment Requirements:
3500 PSI Sandblaster and Waterblaster
3000 PSI Pressure Washer
Airless Paint Sprayers
Compressor with Paint Guns

11. Photographs (Digital photographs are required) – Sample photographs will be provided both in printed and digital format.

12. Contractor Application - A signed original Vendor Application (if not already on file with the County Purchasing Office). Vendors may register online at <http://www.sbcounty.gov/purchasing/>.

13. Contractor / Company's Policy Statement – Completed form fulfilling the requirements for the Immigration Reform and Control Act of 1986.

V. CONTRACTOR RESPONSIBILITIES

A. GENERAL

- 1. The Contractor will perform the work as specified in the Graffiti Removal Contract at the direction of the Department Director or authorized designee.
- 2. The Contracting Agency(ies), their Department(s), its officers, agents, volunteers and/or its employees, shall not be held liable for any loss, damage or injury of any kind or nature as may arise out of any acts, duties, obligations, or failure to do or perform such acts,

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duties or obligations on the part of the contractor, their subcontractors, agents, subsidiaries, and/or employees, under this contract. Similarly, the Contracting Agency individuals, as described above, will not be held liable for: A) any negligent acts, B) quality of workmanship, C) materials or equipment used in performing the work, D) nor for injury or damage to any person or persons, either workers or the public, E) nor for damage to adjoining property, from any cause whatsoever arising from any of the contractors' work performed under the terms of any subsequent contract.

3. The Contractor will be expected to process and consider all claims for damage or injury in a courteous manner and as promptly as conditions warrant.
 - a. The Contractor will be responsible for promptly answering inquiries and complaints of the Department, of private property owners, or citizens, relative to any work, charges, damage or any other questions that may arise as a result of abatement operations by the Contractor.
 - b. The Contractor shall immediately notify the Department in the event that fixtures, utilities, or other real property is damaged or destroyed by Contractor. When the Contractor, or responsible person, is unavailable to rectify the situation, the Department shall make necessary arrangements to repair the identified damaged or destroyed items if said damaged or destroyed items affect the health and/or well being of the property owner or adjacent property owners. The cost of such work shall be reimbursed to the County by the Contractor or payment for work performed by said Contractor may reflect suitable adjustments.

NOTE: Regardless, the Contractor is solely responsible for correcting, replacing or paying for all damages they cause to property, fixtures, or utilities, during the performance of their work.

4. It will be the sole responsibility of the Contractor to be fully informed of, and comply with, all existing County/City, State, and Federal requirements pursuant to any Laws, Statutes, and Regulations, which in any manner may affect those engaged or employed in the work or the materials used in the work, or which, in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
5. The Director or authorized designee shall make all decisions to any questions which may arise as to the quality or acceptability of work performed, as to the manner of performance and rate of progress of the work and all questions which arise as to the interpretation of the specifications. All work performed by the Contractor and their employees shall be done to the satisfaction of the Director or authorized designee.
6. The Department Director or authorized designee reserves the right to disallow use or deployment of any of the contractor's equipment, supplies, instruments or, their subcontractors, agents, subsidiaries, and/or employees in the execution of contracted Graffiti Abatement Services outlined herein. The Contractor may seek prior approval from the Department Director or authorized designee for any such issues, and

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prior approval granted shall be binding on County unless such utilization violates any County, State, or Federal Laws, Statutes or Regulations.

7. If the Department requests inspection, all equipment shall be made available prior to award of contracts. Unsatisfactory equipment will be rejected.
8. All equipment and tools are to be furnished, (fully operable), operated and maintained by the Contractor. There will be no extra charge made to the Department for the same. All fuel, materials supplies, etc., to perform the contract are to be furnished at no extra charge to the Department. Contractor shall have adequate reserve equipment available in case of breakdown. It will be made available within a forty-eight (48) hour period or a reasonable time as set by the Director or authorized designee.
9. All trucks and trailers used for transportation of equipment must comply with State Public Utilities Commissioner and Department of Transportation Regulations.
10. The Contractor will be responsible for meeting all provisions and/or regulations of the Occupational Health and Safety Act (O.S.H.A).
11. Unit of service: Bid price per site. For graffiti, a site shall include a ten by fifty foot (10'x 50') maximum area or five hundred square feet (500 sq. ft). For graffiti performed on curbs, posts, and other small items/locations; three (3) such locations shall constitute one (1) site.

B. DOCUMENTATION OF ABATEMENT WORK PERFORMED:

1. Documentation Photographs - Before and after any graffiti abatement work is performed on any site, the Contractor shall take clear and concise documentation photographs of the area demonstrating the need for graffiti abatement. These photos will be taken immediately “before” and “after” abatement work is completed. The electronic media photos (jpeg format) will be submitted to the Department prior to or along with any billing requests for the work performed.

NOTE: Digital photographic documentation is mandatory to justify work performed by the Contractor and for payment for said services to be made by the County. If, for whatever reason, the substantiation photographs do not adequately demonstrate justification for the Contractor's billing charges, the Officer or Director **will not authorize payment** on the billed amount. The Contractor is solely responsible for the quantity and quality of their work documentation photographs.

Each digital photograph shall include the time and date photo was taken and the approximate location it represents. The Contractor will furnish and maintain their own camera, photographic equipment, photo CDs, and envelopes in which to submit the documentation photos. Each “after” picture shall be taken from the same location as the “before” picture showing some outstanding point of reference landmark.

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2. Timeframes - Abatement work must be completed, to the satisfaction of the Director or authorized designee, within forty-eight (48) hours after the work is issued by the Department or a call is received from the public.
3. Penalty - A penalty will be assessed for those sites not completed within the 48 hour required response time as stated in Section IV. (B) (4).
4. Discrepancies- Should a discrepancy arise as to the number of sites or quality of work done on the sites, the decision of the Director or authorized designee shall be final.

VI. AGREEMENT TERMS

A. GENERAL

1. **Representation of the County**
In the performance of the Agreement, vendor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County of San Bernardino.
2. **Vendor Primary Contact**
Vendor will designate an individual to serve as the primary point of contact for the Agreement. Vendor or designee must respond to County inquiries within two- (2) business days. Vendor shall not change the primary point of contact without written authorization from County. Vendor will also designate a backup point of contact in the event the primary is not available.
3. **Change of Address and/or Phone Number**
Vendor shall notify the County in writing, of any change in mailing address or phone number within ten (10) business days of the change.
4. **Sub Contracting**
Vendor agrees not to enter into any subcontracting Agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's Agreement.
5. **Agreement Assignability**
Without the prior written consent of the County, the Agreement is not assignable by vendor either in whole or in part.
6. **Agreement Amendments**
Vendor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

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7. **Termination for Convenience**

The County for its convenience may terminate in whole or in part upon seven- (7) calendar day's written notice the Agreement. If such termination is effected, an equitable adjustment in the price provided for in the Agreement shall be made. Such adjustment shall provide for payment to the vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice vendor shall promptly discontinue services unless the notice directs otherwise. Upon such termination, the vendor shall deliver to the County all documents, drafts, reports, materials and work of any nature pertaining to this document and in the possession of the vendor or under its control. In such event, the vendor shall be paid for the work performed under the Agreement to date of termination. Payment for work adequately completed under the Agreement to date of termination shall be made strictly on the basis of the percent of work completed under the terms of this document. The percent of work adequately completed to date of termination shall be the percent of the total Agreement sum of which will be paid to the vendor. The Land Use Services Department Director or his designee shall determine the percent of work adequately completed to date of termination. The total sum paid to the vendor in the event of Agreement termination cannot exceed the total of the Agreement as set forth in the Agreement. In the event of termination, the County may complete any graffiti abatement work with its own staff or under an Agreement with another party to do the same, in any event using any and all materials existing at such time. The Land Use Services Director, or authorized designee, shall have the power to exercise the County's right of termination under this paragraph.

8. **Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section VI, 2, A, (Indemnification).

9. **Venue**

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

10. **Jury Trial Waiver**

Vendor and County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either vendor against County or County against vendor on any matter arising out of, or in any way connected with this Agreement, the relationship of vendor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

11. **Licenses and Permits**

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The vendor shall maintain these licenses and permits in effect for the duration of this Agreement. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain the required licenses/permits may result in immediate termination of the Agreement.

12. **Labor Laws**

Vendor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRATOR shall forfeit to the County the penalties prescribed in the Labor Code for violations.

13. **Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the vendor shall notify the County within one- (1) working day, in writing and by telephone.

14. **Conflict of Interest**

Vendor shall make all reasonable efforts to ensure that no County officer or employee shall have any direct or indirect financial interest in this Agreement or any relationship to Vendor or its officer or employees. In the event County determines that a conflict of interest situation exists, any increase in costs resulting from the situation, may be disallowed by the County and this Agreement may be terminated.

15. **Inaccuracies or Misrepresentations**

If in the course of the RFP process or in the administration of a resulting Agreement, the County determines that vendor has made a material misstatement or misrepresentation or omission that materially inaccurate information has been provided to the County during the RFP process, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. **Improper Consideration**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Agreement with the County. The policy also requires vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

18. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten- (10) days, upon written notification to the vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the vendor will be barred from all future solicitations, for a period of at least six- (6) months.

19. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of the work under this Agreement, subject to the requirements of Paragraph VI, 1, G (Termination for Convenience). Unless otherwise directed by County, Vendor may retain copies of such items.

20. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties developed under the Agreement, including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Agreement shall acknowledge San Bernardino County Land Use Services Department as the funding agency and vendor as the creator of the publication. No such materials or properties produced in whole or in part under the Agreement shall be subject to private use, copyright or patent right by vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material and periodicals assembled pursuant to the Agreement must be filed with County prior to publication. Vendor shall receive written permission from County prior to publication of said training materials.

21. **Legality and Severability**

The parties' actions under the contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B. **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. **Indemnification**

The vendor agrees to indemnify, defend and hold harmless the County, their contract agencies and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. **Insurance**

Without in any way affecting the indemnity herein provided and in addition thereto, the vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the vendor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. **Additional Named Insured**

All policies, except for the Workers' Compensation policy shall contain additional endorsements naming the County, their contract agencies and its officers, employees,

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agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. **Waiver of Subrogation Rights**

The vendor shall require the carriers of the above required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and sub vendor.

5. **Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. **Proof of Coverage**

The vendor shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above, required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time vendor commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the vendor shall furnish certified copies of the policies and all endorsements.

7. **Insurance Review**

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. Vendor agrees to execute any such amendment within thirty- (30) days of receipt.

C. **RIGHT TO MONITOR AND AUDIT**

1. **Right to Monitor**

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of vendor in the delivery of services provided under the Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the

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implementation, monitoring and evaluation of the Agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that vendor's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify vendor of such deficiency in writing or orally, provided written confirmation is given five- (5) days thereafter. Vendor shall remedy any deficiency within forty-eight- (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the vendor under this Agreement or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of five (5)three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit vendor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the vendor, which do not pertain to the program, shall not be subject to audit unless provided for in another Agreement.

VII. VENDOR RESPONSIBILITIES/COUNTY RESPONSIBILITIES

A. Invoices

1. Billing

- a. Invoices will be submitted monthly and are due by the 5th of each month. Invoices are required to be submitted within the month of abatement completion.
- b. Each contractor invoice must include site information, including location, size and charge for site, as appropriate, with all required digital photographs of work performed.

2. Payments

- a. The Department will process payments due on a monthly basis for all work completed to the satisfaction of the Director or authorized designee, to the best of its ability, and within the framework of Standard County Policies & Procedures.
- b. Those sites not complete within the forty-eight (48) hour required response time will have five percent (5%), of each billing invoice submitted to the County for payment, withheld from payment.

B. Supervision

The vendor shall provide adequate, competent supervision at all times during the performance of the Agreement. To that effect, the assigned representative of the vendor and one or more alternates shall be designated in writing to the County prior to the Agreement start. The vendor or his designated representative must be readily available to meet with County Personnel. The vendor shall provide the telephone numbers where its representative(s) can be reached.

C. Performance Evaluation Meetings

The assigned representative of the vendor shall be readily available to meet with representatives of the County weekly during the first month of the Agreement and as often as necessary thereafter. A mutual effort will be made to resolve any problems identified at these meetings.

D. Nonconformance to Conditions/Specifications

Services will be inspected for compliance with specifications. Services not conforming to County's specifications may not be accepted or compensated by the County. Services not provided as per the scope of work may result in the vendor being found in default; in which event any and all re-procurement costs may be charged against the vendor. Any violation of these stipulations may also result in the vendor's name being removed from the County vendor mailing list.

E. Availability of Funds

In the event funds necessary to finance the purchase of the services are not available, the County may cancel the award and all binding Agreements will become null and void upon no less than forty-eight (48) hours notice in writing to the vendor. Said notice shall be delivered by certified mail, return receipt requested. The County shall be the final authority as to the determination of the availability of funds.

F. Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the performance of services offered, it shall be the responsibility of the vendor to immediately notify the County in writing and specify the regulation which requires any alteration. The County reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Agreement at no expense to the County.

G. Facilities

The County reserves the right to inspect the vendor's facilities, equipment and work site at any time during normal business hours upon at least 2 business days' notice with consent or a warrant.

H. Availability of Records

The County, and any duly authorized representatives, shall have access to and the right to examine any and all pertinent books, records, documents, invoices, papers and the like, of the vendor, or in the possession of the vendor, which shall relate to performance of the services to be provided with consent or a warrant.

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I. Standard of Conduct

The vendor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

J. Removal of Employees

The County may request the vendor to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Breach of this Agreement or any neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism or any other criminal action.
4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances while on assignment for the County.
5. Attitudes or activities resulting in injury to the County or the public's perception of the County.

K. Travel & Equipment

Cost of travel to and from work shall be borne by the vendor. Vendor shall provide vehicles, mileage costs and equipment as needed to perform their assigned duties.

L. Taxes

The vendor shall assume, and is liable for, all State and Federal payroll and/or social security taxes, and any other taxes that may arise out of this Agreement, and guarantees to hold the County harmless in every respect against same.

M. Notice.

All written notices required to be given by either party under the terms of the Agreement shall be addressed to the vendor at his legal business residence as given in this Agreement. Written notices to the County should be addressed as follows:

County of San Bernardino
Land Use Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0185
Attention: Paul B. Tavares, Code Enforcement Division Chief
Code Enforcement Division

N. Conflict Resolution

To the extent possible, all conflicts shall be resolved between the Director of Land Use Services or authorized designee and the vendor's primary named representative.

O. Agreement Administrator

For the purposes of the Agreement, San Bernardino County shall be considered the Agreement Administrator. There must be a written authorization from the County for any variance from the terms of this Agreement. The County Land Use Services Director, or authorized designee, shall have the authority to exercise the rights of the County under this Agreement, including cancellation of this Agreement on behalf of the County in accordance with section VI(1)(G).

P. Waiver of Provisions

No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of the vendor or the County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Validity of Agreement Provisions

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provision.

VIII. AGREEMENT COMPLIANCE/EQUAL OPPORTUNITY

Vendor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, County Policy 11-15, and other applicable Federal, State, and County laws, regulations and policies, including laws and regulations hereafter enacted. vendor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.

Vendor shall make every effort to ensure that all work funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Vendor shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

IX. PROPOSAL SUBMITTAL

A. General

1. All interested and qualified vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. Proposals must be received no later than the date and time at the designated location as specified in Section I(H) – Proposal Submission Deadline.
5. All proposals and materials submitted become the property of the County. All proposals received are subject to the “California Public Records Act.”

B. Proposal Presentation

1. Vendor must submit one- (1) original and four- (4) copies (5 total) of the each proposal.
2. Each responder shall submit a separate fee proposal, in a separately marked, sealed envelope using the attached fee proposal forms. The fee proposal shall indicate the expected total fee for the work described in the vendor services proposal. The total fee shall also be itemized by task, including staff time and hourly rates, and other direct costs such as printing and travel. The fee proposal shall be signed by an individual authorized to bind the firm.
3. The packages containing the original and copies and the fee proposal must be sealed and marked with the vendor's name and "GRAFFITI REMOVAL SERVICES and LUSD RFP 2003-03.
4. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package which must be submitted in the following format:

1. Cover Page - Attachment B is to be used as a cover page for the proposal. This form must be fully completed and signed by an authorized officer of the vendor
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
3. Statement of Certification - Complete, initial, sign and include in the submitted proposal, Statement of Certification, Attachment A.
4. Proposal Description - A detailed description of the proposal being made.

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- a. Proposal should address, but is not limited to, all items in Section IV(B) - Scope of Services.
 - b. Proposal should include the following:
 1. Brief synopsis of the vendors understanding of the County's needs and how the vendor plans to meet these needs. This should provide a broad understanding of the vendor's entire proposal.
 2. Narrative description of the proposed plan to achieve the program objective and requirements.
 3. Detailed plan of activities.
 4. Milestone and deliverable charts, as applicable.
5. Statement of Experience - Include the following in this section of the proposal:
 - a. Business name of the prospective vendor and legal entity such as corporation, partnership, etc.
 - b. Number of years the prospective vendor has been in business under the present business name, as well as related prior business names.
 - c. A statement that the prospective vendor has a demonstrated capacity to perform the required services.
 - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
 - e. A statement that the vendor has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. Experience of principal individuals of the prospective vendor's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - h. Financial interest in other lines of business. If none, so state.
6. Proposer's Financial Capability and Litigation
 - a. Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services

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performed by the agency that has been brought within the last three –(3) years or is threatened against the firm, including key personnel as described above.

The information provided should include the name of the matter, the court, board, body or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved, information on the outcome including any order, discipline, fines or penalties must be included.

- b. Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status must be included. If the business is a sole proprietorship, Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status must be included.
 - c. A statement that the vendor does not have any commitments or potential commitments which may impact on the vendor's assets, lines of credit, guarantor letters or ability to perform the Agreement.
7. Subcontractor Information - If a vendor plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each sub-vendor, signed by a duly authorized officer, employee or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed and percentage of the total work of the proposal. Statement must also include that the sub-vendor will perform all work as indicated and will comply with all items as indicated in Section IV Program Requirements. This information will be used to determine the potential responsibility of the vendor.
 8. Insurance - Submit evidence of **ability** to insure in the amounts and coverage stated in Section VI,B, 1-6 - Indemnification and Insurance Requirements.
 9. Fee Proposal - Submit Fee Proposal for cost analysis purposes.
 10. Exceptions to the Proposal- Complete attachment C and include in submitted proposal.

X. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

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- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Prospective vendors must meet the requirements as stated in the Minimum vendor Requirements as outlined in Section I(C).

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):
 - a. Cost of services proposed.
 - b. Quality of service based on previous experience and references.
 - c. Responder's ability to perform work within the required time frame.
 - d. Vendor expertise, technical abilities and ownership of needed equipment.
 - e. Clarity, completeness and general quality of the proposal.

Selection will be based on determination of which proposal(s) will best meet the needs of the County and the requirements of this RFP.

C. Agreement Award

Agreement(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Appeals/Disputes

All vendors may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal request must be in writing.
2. Must be submitted within ten- (10) calendar days of the date of the recommended award or denial of award letters, as applicable.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of LUSD to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals will be decided by and must be sent to:

GRAFFITI REMOVAL SERVICES

LAND USE SERVICES DEPARTMENT
ATTENTION: Michael E. Hays, Director
385 N. Arrowhead Ave., 3rd Floor
San Bernardino CA 92415-0182

Disputes referring to this particular RFP, are to be addressed to the person above.

E. Final Approval

Any Agreement resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

*** * * END OF THIS SECTION * * ***

STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Graffiti Removal Services in response to County of San Bernardino RFP 2003-03.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the equipment and provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations, and that we will utilize all current legal and safe standard practices of the industries in the performance of all County work.		
7.	If selected, we will submit all cost documentation for payments utilizing standard accounting practices.		
8.	If selected, we will provide the services as described in the proposal within the time frames outlined in the RFP.		

Signature

Date

Printed Name

Company Name and Title

PROPOSAL FOR GRAFFITI REMOVAL SERVICES– COVER PAGE

VENDOR'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture

☐ Other (explain): _____

If Corporation, Date Incorporate: _____ State Incorporated: _____

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

EXCEPTIONS TO RFP

**SAN BERNARDINO COUNTY LAND USE SERVICES DEPARTMENT
GRAFFITI REMOVAL SERVICES**

CONTRACTOR NAME _____

ADDRESS _____

Telephone# () _____ Fax # ()

I have reviewed the RFP and General Agreement Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page
number, as applicable. Be specific about your objections to content, language, or omissions. Add as many
pages as required)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____